

**U.S. Customs and Border Protection, DHS; Treasury**

**Pt. 113, App. D**

would otherwise be imposed under sub-heading 8903.91.00 or 8903.92.00 of the Harmonized Tariff Schedule of the United States. For purposes of this paragraph, the term duty includes any duties, taxes, fees and charges imposed by law.

The principal will exonerate and hold harmless the United States and its officers from or on account of any risk, loss, or expense of any kind or description connected with or arising from the failure to store and deliver the large yacht as required, as well as from any loss or damage resulting from fraud or negligence on the part of any officer, agent, or other person employed by the principal.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (Year).

\_\_\_\_\_  
(Name) (Address)  
\_\_\_\_\_  
[SEAL]  
(Principal)  
\_\_\_\_\_  
[SEAL]  
(Name) (Address)  
\_\_\_\_\_  
[SEAL]  
(Surety)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the\* \_\_\_\_\_ of the corporation named as principal in the attached bond; that \_\_\_\_\_, who signed the bond on behalf of the principal, was then \_\_\_\_\_ of that corporation; that I know his signature, and his signature to the bond is genuine; and that the bond was duly signed, sealed, and attested for and in behalf of the corporation by authority to its governing body.

(CORPORATE SEAL)  
(To be used when no power of attorney has been filed with the port director of customs.)

\*May be executed by the secretary, assistant secretary, or other officer of the corporation.

[68 FR 13626, Mar. 20, 2003]

**APPENDIX D TO PART 113—IMPORTER SECURITY FILING BOND**

This appendix contains the relevant terms and conditions for Importer Security Filing Bonds.

*Importer Security Filing Bond*

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ of \_\_\_\_\_, as principal having Customs and Border Protection (CBP) Identification Number \_\_\_\_\_ and \_\_\_\_\_, as surety are held and firmly bound unto the United States of America up to the sum of \_\_\_\_\_ dollars

(\$ \_\_\_\_\_) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the named principal (including the named principal's employees, agents and contractors) agrees to comply with all Importer Security Filing requirements set forth in 19 CFR part 149, including but not limited to providing security filing information to CBP in the manner and in the time period prescribed by regulation.

If the principal defaults on the conditions of this obligation, the principal and surety jointly and severally, agree to pay liquidated damages of \$5,000 for each violation, or such other amount as may be authorized by law or regulation upon demand by CBP.

**[COMPLETE THIS PARAGRAPH ONLY FOR A SINGLE TRANSACTION BOND]**

This single transaction bond secures the single transaction identified by Importer Security Filing transaction number \_\_\_\_\_ issued by CBP on \_\_\_\_\_, 20\_\_\_\_\_.

**[COMPLETE THIS PARAGRAPH ONLY FOR A CONTINUOUS BOND]**

This continuous bond is effective \_\_\_\_\_, 20\_\_\_\_\_, and remains in force for one year beginning with the effective date and for each succeeding annual period, or until terminated. This bond constitutes a separate bond for each period in the amount listed above for liabilities that accrue in each period. The intention to terminate this bond must be conveyed within the period and manner prescribed in the CBP Regulations.

This bond is executed on \_\_\_\_\_, 20\_\_\_\_\_.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
(Name) (Address)  
\_\_\_\_\_  
(Name) (Address)  
\_\_\_\_\_  
(Principal Name) (Seal)  
\_\_\_\_\_  
(Principal Address)  
\_\_\_\_\_  
(Surety Name) (Seal)  
Surety No. \_\_\_\_\_  
\_\_\_\_\_  
(Surety Mailing Address)  
Surety Agent Name \_\_\_\_\_

Surety Agent ID Number \_\_\_\_\_

[74 FR 68377, Dec. 24, 2009]

**PART 114—CARNETS**

Sec.

114.0 Scope.

**Subpart A—General Provisions**

114.1 Definitions.

114.2 Customs Conventions and Agreements.

114.3 Carnets.

**Subpart B—Issuing and Guaranteeing Associations**

114.11 Approval.

114.12 Termination of approval.

**Subpart C—Processing of Carnets**

114.21 Acceptance.

114.22 Coverage of carnets.

114.23 Maximum period.

114.24 Additions.

114.25 Replacement of carnets.

114.26 Discharge, nonacceptance, or cancellation of carnets.

**Subpart D—Miscellaneous**

114.31 Restrictions.

114.32 Samples for taking orders.

114.33 Action against carnet user.

114.34 Cancellation of erroneous charges.

AUTHORITY: 19 U.S.C. 66, 1202 (General Note 3(i), Harmonized Tariff Schedule of the United States), 1623, 1624.

SOURCE: T.D. 70–134, 35 FR 9261, June 13, 1970, unless otherwise noted.

**§ 114.0 Scope.**

This part is concerned with the use of international Customs documents known as carnets. It also contains provisions concerning the approval of associations to issue carnets in the United States covering merchandise to be exported and to guarantee carnets issued abroad covering merchandise to be imported. The carnet serves simultaneously as a Customs entry document and as a Customs bond.

**Subpart A—General Provisions****§ 114.1 Definitions.**

The following are general definitions for the purpose of part 114:

(a) *Commissioner*. “Commissioner” means the Commissioner of Customs.

(b) *Issuing association*. “Issuing association” means an association approved by the Commissioner for the issue of carnets in the Customs territory of the United States under a Customs Convention or bilateral Agreement to which the United States has acceded.

(c) *Guaranteeing association*. “Guaranteeing association” means an association approved by the Commissioner to guarantee the payment of obligations under carnets covering merchandise entering the Customs territory of the United States under a Customs Convention or bilateral Agreement to which the United States has acceded.

(d) *A.T.A. carnet*. “A.T.A. carnet” (Admission Temporaire—Temporary Admission) means the document reproduced as the Annex to the Customs Convention on the A.T.A. Carnet for the Temporary Admission of Goods (TIAS 6631).

(e) [Reserved]

(f) *TIR carnet*. “TIR carnet” (Transport International Routier) means the document reproduced as Annex 1 to the Customs Convention on the International Transport of Goods under Cover of TIR Carnets.

(g) *TECRO/AIT Carnet*. “TECRO/AIT carnet” means the document issued pursuant to the Bilateral Agreement between the Taipei Economic and Cultural Representative Office (TECRO) and the American Institute in Taiwan (AIT) to cover the temporary admission of goods.

[T.D. 70–134, 35 FR 9261, June 13, 1970, as amended by T.D. 71–70, 36 FR 4490, Mar. 6, 1971; T.D. 82–116, 47 FR 27262, June 24, 1982; T.D. 85–180, 50 FR 42517, Oct. 21, 1985; T.D. 98–10, 63 FR 4168, Jan. 28, 1998]

**§ 114.2 Customs Conventions and Agreements.**

The regulations in this part relate to carnets provided for in the following Customs Conventions and Agreements:

(a) Customs Convention on the A.T.A. Carnet for the Temporary Admission of Goods (hereinafter referred to as A.T.A. Convention).

(b) [Reserved]

(c) Customs Convention on the International Transport of Goods Under Cover of TIR Carnets, done at Geneva